

119TH CONGRESS  
1ST SESSION

# H. R. 5935

To approve the settlement of the water rights claims of the Agua Caliente  
Band of Cahuilla Indians, and for other purposes.

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## IN THE HOUSE OF REPRESENTATIVES

NOVEMBER 7, 2025

Mr. CALVERT introduced the following bill; which was referred to the  
Committee on Natural Resources

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## A BILL

To approve the settlement of the water rights claims of  
the Agua Caliente Band of Cahuilla Indians, and for  
other purposes.

1       *Be it enacted by the Senate and House of Representa-*  
2       *tives of the United States of America in Congress assembled,*

3       **SECTION 1. SHORT TITLE; TABLE OF CONTENTS.**

4       (a) SHORT TITLE.—This Act may be cited as the  
5       “Agua Caliente Band of Cahuilla Indians Water Rights  
6       Settlement Act”.

7       (b) TABLE OF CONTENTS.—The table of contents of  
8       this Act is as follows:

- Sec. 1. Short title; table of contents.
- Sec. 2. Purposes.
- Sec. 3. Definitions.

Sec. 4. Ratification of Agreement.  
 Sec. 5. Tribal water right.  
 Sec. 6. Settlement trust fund.  
 Sec. 7. Funding.  
 Sec. 8. Enforceability date.  
 Sec. 9. Waiver and release of claims.  
 Sec. 10. Satisfaction of claims.  
 Sec. 11. Possessory interest tax.  
 Sec. 12. Transfer of land into trust.  
 Sec. 13. Conveyance of Federal land to the Coachella Valley Water District.  
 Sec. 14. Miscellaneous provisions.  
 Sec. 15. Antideficiency.

1 **SEC. 2. PURPOSES.**

2 The purposes of this Act are—

3 (1) to achieve a fair, equitable, and final settle-  
 4 ment of all claims in the State of California to rights  
 5 to water for—

6 (A) the Tribe; and

7 (B) the United States, acting as trustee  
 8 for the Tribe and Allottees;

9 (2) to achieve a fair, equitable, and final settle-  
 10 ment of claims regarding the Tribe's water related  
 11 fees, the RAC, and the Tribal Possessory Interest  
 12 Tax;

13 (3) to authorize, ratify and confirm the Agree-  
 14 ment among the Tribe, CVWD, and DWA to the ex-  
 15 tent that the Agreement is consistent with this Act;

16 (4) to authorize and direct the Secretary

17 (A) to execute the Agreement; and

18 (B) to take any other actions necessary to  
 19 carry out the Agreement in accordance with  
 20 this Act;

1           (5) to authorize funds necessary for the imple-  
2           mentation of the Agreement and this Act;

3           (6) to authorize the transfer of Federal land to  
4           the Tribe; and

5           (7) to authorize the sale of Federal land to  
6           CVWD.

7   **SEC. 3. DEFINITIONS.**

8           In this Act:

9           (1) **ADJACENT LANDS.**—The term “Adjacent  
10          Lands” means lands that CVWD owns, leases, uses,  
11          occupies, controls, or manages that are immediately  
12          adjacent to the Facility.

13          (2) **AFY.**—The term “AFY” means acre-feet  
14          per calendar year.

15          (3) **AGREEMENT.**—The term “Agreement”  
16          means—

17                 (A) the document entitled “Agua Caliente  
18                 Band of Cahuilla Indians Water Rights Settle-  
19                 ment Agreement” and dated May 19, 2025, and  
20                 exhibits attached thereto; and

21                 (B) any amendment to the document re-  
22                 ferred to in subparagraph (A) (including an  
23                 amendment to an exhibit) that is executed to  
24                 ensure that the Agreement is consistent with  
25                 this Act.

1           (4) AGUA CALIENTE OR TRIBE.—The term  
2           “Agua Caliente” or “Tribe” means the Agua  
3           Caliente Band of Cahuilla Indians, a federally recog-  
4           nized sovereign Indian Tribe with an elected legisla-  
5           tive body operating under a Constitution and by-  
6           laws approved by the Commissioner of Indian Af-  
7           fairs on April 18, 1957, as amended.

8           (5) AGUA CALIENTE DEVELOPMENT  
9           PROJECTS.—The term “Agua Caliente Development  
10          Projects” means water related projects which im-  
11          prove the water supply, water reliability, water infra-  
12          structure, or water quality for the Agua Caliente In-  
13          dian Reservation and/or the Indio Subbasin.

14          (6) AGUA CALIENTE INDIAN RESERVATION OR  
15          RESERVATION.—The terms “Agua Caliente Indian  
16          Reservation” or “Reservation” means all land within  
17          the exterior boundaries of the Reservation, as estab-  
18          lished by Presidential Executive Order, Federal pat-  
19          ent, or department order, and any other lands that  
20          are held in trust by the United States for the Tribe  
21          or Allottees.

22          (7) AGUA CALIENTE INDIAN RESERVATION  
23          TRUST LAND.—The term “Agua Caliente Indian  
24          Reservation Trust Land” means land or lands held

1 in trust by the United States for the Tribe or  
2 Allottees.

3 (8) AGUA CALIENTE LITIGATION.—The term  
4 “Agua Caliente Litigation” means *Agua Caliente*  
5 *Band of Cahuilla Indians v. Coachella Valley Water*  
6 *District, et al.*, EDCV 13–883 JGB, *Agua Caliente*  
7 *Band of Cahuilla Indians v. Coachella Valley Water*  
8 *District, et al.*, EDCV 20–174 JGB, or both.

9 (9) AGUA CALIENTE WATER AUTHORITY OR  
10 ACWA.—The term “Agua Caliente Water Authority”  
11 or “ACWA” means the branch of the Agua Caliente  
12 Tribal government established by the Agua Caliente  
13 Water Authority Ordinance (Chapter 7.12 of the  
14 Tribal Code).

15 (10) ALLOCATE, ALLOCATED OR ALLOCA-  
16 TION.—The terms “Allocate”, “Allocated”, or “Allo-  
17 cation” means the Tribe’s administration of the  
18 Tribal Water Right under the Tribe’s Water Ordi-  
19 nance to Allottees.

20 (11) ALLOTMENT.—The term “Allotment”  
21 means a parcel of land held in trust by the United  
22 States for the benefit of an individual or individuals  
23 that is—

24 (A) located within the exterior boundaries  
25 of the Agua Caliente Indian Reservation; or

1 (B) Bureau of Indian Affairs tract num-  
2 bers 584–1006 and 584–1010 in Riverside  
3 County, California, consisting of approximately  
4 37 acres located in Sections 3, 11, 13 and 29,  
5 Township 4 South, Range 5 East, SBBM, set  
6 aside by the United States for the benefit of a  
7 Tribal Member.

8 (12) ALLOTTEE.—The term “Allottee” means a  
9 person with a beneficial real property interest in an  
10 Allotment.

11 (13) BUREAU OF LAND MANAGEMENT OR  
12 BLM.—The term “Bureau of Land Management” or  
13 “BLM” shall mean the Bureau of Land Manage-  
14 ment in the United States Department of the Inte-  
15 rior.

16 (14) CLAIMS.—The term “Claims” means  
17 rights, claims, demands, actions, compensation or  
18 causes of action, whether known or unknown, and  
19 arising under any source of law.

20 (15) COACHELLA VALLEY WATER DISTRICT OR  
21 CVWD.—The terms “Coachella Valley Water Dis-  
22 trict” or “CVWD” means a county water district  
23 formed in 1918 and organized and operating pursu-  
24 ant to the County Water District Law and the

1 Coachella District Merger Law of the California  
2 Water Code.

3 (16) DECREE COURT.—The term “Decree  
4 Court” means the United States District Court for  
5 the Central District of California or any successor  
6 Federal court with jurisdiction over the Agreement.

7 (17) DESERT WATER AGENCY OR DWA.—The  
8 terms “Desert Water Agency” or “DWA” means an  
9 independent special district created by a special act  
10 of the California State Legislature in 1961.

11 (18) DISTRIBUTE OR DISTRIBUTION.—The  
12 term “Distribute” or “Distribution” means, when  
13 referencing the Tribal Water Right, the provision of  
14 water by the Tribe under the Tribal Water Right to  
15 Third Parties through lease, gift, transfer, or any  
16 other means.

17 (19) DIVERSION.—The term “Diversion” means  
18 to receive, withdraw, develop, produce, or capture  
19 water using a ditch, canal, flume, bypass, pipeline,  
20 pit, collection or infiltration gallery, conduit, well,  
21 pump, turnout, dam, or any other mechanism or de-  
22 vice.

23 (20) DOMESTIC WATER.—The term “Domestic  
24 Water” means potable water suitable for human  
25 consumption that is delivered for any purpose to a

1 residential customer, nonresidential customer, com-  
 2 mercial or industrial customer, governmental cus-  
 3 tomer, or institutional customer.

4 (21) DOMESTIC WATER SERVICE.—The term  
 5 “Domestic Water Service” means the delivery of Do-  
 6 mestic Water from CVWD’s or DWA’s water infra-  
 7 structure (including water pipelines, booster sta-  
 8 tions, wells, treatment facilities, reservoirs, and hy-  
 9 drants) and delivery of water for public and private  
 10 fire protection service.

11 (22) ENFORCEABILITY DATE.—The term “En-  
 12 forceability Date” means the date described in sec-  
 13 tion 8.

14 (23) FACILITY LAND.—The term “Facility  
 15 Land” means the approximately 842.4 acres of land  
 16 depicted on the map attached to Exhibit 5 of the  
 17 Agreement and described as follows, subject to a  
 18 final survey by the United States and any technical  
 19 corrections to conform to that survey:

20 San Bernardino Meridian

21 Area A: T. 3S., R. 3E, section 14: S1/

22 2NE1/4SE1/4

23 Area B: T. 3S., R. 3E, section 14: SE1/

24 4SE1/4



1           Area C: T. 3S., R. 3E, section 23: NE1/  
2           4NE1/4 (BLM lot 4 North of Highway 111)

3           Area D: T. 3S., R.3E, section 23; NW1/  
4           4NE1/4 (North of Highway 111)

5           Areas E, F and G: T. 3S, R. 3E, section  
6           24: N1/2NE1/4, N1/2NW1/4 (BLM lot 1 and 2  
7           north of Highway 111)

8           Areas H, I and J: T. 3S., R. 4E. section  
9           20: S1/2NE1/4, S1/2NW1/4, S1/2

10          Areas K and L: T. 3S., R. 4E. section 28:  
11          W1/2NW1/4NW1/4, NW1/4SW1/4NW1/4

12          Area M: T. 3S., R. 4E. section 30: N1/  
13          2NE1/4 (north of Highway 111)

14          (24) FINAL DECREE.—The term “Final De-  
15          cree” means the “Final Judgment and Decree” to  
16          be entered by the Decree Court with respect to the  
17          Tribal Water Right—

18                 (A) that is substantially in the form set  
19                 forth in Exhibit 2 of the Agreement, as amend-  
20                 ed if needed to ensure consistency with this Act;  
21                 and

22                 (B) from which no further appeal may be  
23                 taken.

24          (25) GROUNDWATER.—The term “Ground-  
25          water” means the water beneath the surface of the

1 ground and within the zone of saturation that is  
2 below the water table of the Indio Subbasin exclud-  
3 ing water flowing in defined beds and banks of  
4 creeks and rivers.

5 (26) IMPORTED WATER.—The term “Imported  
6 Water” means water that any person or entity im-  
7 ports into the Indio Subbasin.

8 (27) INDIAN TRIBE.—The term “Indian Tribe”  
9 has the meaning given the term in section 4 of the  
10 Indian Self-Determination and Education Assistance  
11 Act (25 U.S.C. 5304).

12 (28) INDIO SUBBASIN.—The term “Indio  
13 Subbasin” means the Indio Subbasin (Subbasin 7–  
14 21.01) as defined by California Department of  
15 Water Resources Bulletin 118.

16 (29) IRRIGATION.—The term “Irrigation”  
17 means water used for agricultural purposes.

18 (30) MEMORANDUM OF COOPERATION.—The  
19 term “Memorandum of Cooperation” means the  
20 Memorandum of Cooperation Regarding Water Man-  
21 agement among and between Agua Caliente, CVWD,  
22 and DWA (attached as Exhibit 1 to the Agreement).

23 (31) MOST LIKELY DESCENDANT.—The term  
24 “Most Likely Descendant” has the same meaning as

1 used in California Code, Public Resources Code  
2 5097.98.

3 (32) NATIVE GROUNDWATER.—The term “Na-  
4 tive Groundwater” means the water which naturally  
5 replenishes and accumulates in the aquifer and does  
6 not include Imported Water.

7 (33) NON-CONSUMPTIVE USE.—The term  
8 “Non-Consumptive Use” means any use that does  
9 not remove water from a natural water body.

10 (34) OPERATIONS, MAINTENANCE, AND RE-  
11 PLACEMENT.—The term “operations, maintenance,  
12 and replacement” means—

13 (A) any recurring or ongoing activity asso-  
14 ciated with the day-to-day operation of a  
15 project;

16 (B) any activity related to scheduled or un-  
17 scheduled maintenance of a project; and

18 (C) any activity relating to repairing, re-  
19 placing, or rehabilitating a feature of a project.

20 (35) OTHER PUBLIC AGENCY.—The term  
21 “Other Public Agency” shall mean any and all polit-  
22 ical subdivisions or public agencies of the State of  
23 California, other than Riverside County, that but for  
24 the preemption in this Act otherwise would have re-

1 received revenue from the Riverside County Ad Valo-  
2 rem Property Tax imposed on Possessory Interests.

3 (36) PARTIES.—The term “Parties” means  
4 Agua Caliente, CVWD, DWA, and the United  
5 States.

6 (37) POSSESSORY INTEREST.—The term  
7 “Possessory Interest” means possession of, claim to,  
8 or right of possession of land or improvements that  
9 is independent, durable, and exclusive of rights held  
10 by others in the property, except when coupled with  
11 ownership of the land or improvements in the same  
12 person when such lands or improvements are within  
13 the exterior boundaries of Agua Caliente Indian Res-  
14 ervation Trust Land.

15 (38) PRODUCE, PRODUCING, OR PRODUCTION  
16 OF WATER.—The terms “Produce”, “Producing”, or  
17 “Production of water” means the extraction of  
18 Groundwater or the diversion of surface water, by  
19 pumping or any other method.

20 (39) RAC.—The term “RAC” means the replen-  
21 ishment assessment charge that a Water District  
22 levies on the production of Groundwater or the di-  
23 version of surface water as described in Cal. Water  
24 Code § 31630, et seq. or Cal. Water Code Appendix  
25 § 100–15.4(b), or any comparable charge or fee.

1           (40) RESERVATION CUSTOMER.—The term  
2           “Reservation Customer” means water users located  
3           on Agua Caliente Indian Reservation Trust Land re-  
4           ceiving delivery of Domestic Water from the Water  
5           Districts.

6           (41) RIVERSIDE COUNTY.—The term “River-  
7           side County” means the County of Riverside in the  
8           State of California.

9           (42) RIVERSIDE COUNTY AD VALOREM PROP-  
10          PERTY TAX.—The term “Riverside County Ad Valo-  
11          rem Property Tax” means the ad valorem property  
12          tax imposed by Riverside County on a Possessory  
13          Interest, as authorized by the California Constitu-  
14          tion, article XIII, section 1, on behalf of various tax-  
15          ing entities, that is subject to the limit described in  
16          section 93(b) of the California Revenue & Taxation  
17          Code or any similar tax levied by the Riverside  
18          County in the future. The term shall not include any  
19          tax levy on behalf of any taxing entity that is not  
20          subject to the limit described in section 93(b), such  
21          as any levy identified in sections 93(a), 93(c), or  
22          96.31(a) of the California Revenue & Taxation Code.

23          (43) SECRETARY.—The term “Secretary”  
24          means the Secretary of the Interior.

1           (44) STATE.—The term “State” means the  
2       State of California and all officers, agents, depart-  
3       ments, and political subdivisions of the State of Cali-  
4       fornia.

5           (45) TAX APPORTIONMENT SCHEDULE.—The  
6       term “Tax Apportionment Schedule” means the  
7       schedule established by Riverside County for distrib-  
8       uting funds from the Riverside County Ad Valorem  
9       Property Tax to taxing entities.

10          (46) TRIBAL CULTURAL RESOURCE.—The  
11       terms “Tribal Cultural Resource” means—

12               (A) human remains and associated grave  
13       goods;

14               (B) a burial site (as defined in section 2  
15       of the Native American Graves Protection and  
16       Repatriation Act (25 U.S.C. 3001));

17               (C) cultural items (as defined in section 2  
18       of the Native American Graves Protection and  
19       Repatriation Act (25 U.S.C. 3001));

20               (D) archaeological resources (as defined in  
21       section 3 of the Archaeological Resources Pro-  
22       tection Act of 1979 (16 U.S.C. 470bb)); or

23               (E) Native American historic property (as  
24       defined in section 300308 of title 54, United  
25       States Code).

1           (47) TRIBAL LAW.—The term “Tribal Law”  
2 means any law duly enacted by Agua Caliente.

3           (48) TRIBAL MEMBER.—The term “Tribal  
4 Member” means any person who is a duly enrolled  
5 member of the Agua Caliente.

6           (49) TRIBAL POSSESSORY INTEREST TAX.—The  
7 term “Tribal Possessory Interest Tax” or “Tribal  
8 Tax” means the Tribe’s tax on Possessory Interests  
9 that the Tribe has the sovereign governmental au-  
10 thority to impose, assess, collect, and disburse pur-  
11 suant to this Act.

12           (50) TRIBAL POSSESSORY INTEREST TAX ORDI-  
13 NANCE.—The term “Tribal Possessory Interest Tax  
14 Ordinance” means an ordinance adopted by Agua  
15 Caliente and authorized by this Act governing the  
16 imposition, assessment, levy, charge, or collection of  
17 the Tribal Possessory Interest Tax on the Reserva-  
18 tion.

19           (51) TRIBAL PRODUCTION FEE.—The term  
20 “Tribal Production Fee” means the fee authorized  
21 by this Act that Agua Caliente may levy or impose  
22 under Tribal Law on the Production of Groundwater  
23 that is part of the Tribal Water Right.

24           (52) TRIBAL WATER DELIVERY CHARGE.—The  
25 term “Tribal Water Delivery Charge” means the

1 charge authorized by this Act that Agua Caliente  
2 may levy or impose under Tribal Law on Reserva-  
3 tion Customers using the Tribal Water Right and  
4 that is retained by a Water District pursuant to a  
5 water services contract.

6 (53) TRIBAL WATER FEE.—The term “Tribal  
7 Water Fee” means the fee authorized by this Act  
8 that Agua Caliente may levy or impose under Tribal  
9 Law on Reservation Customers receiving the delivery  
10 of Domestic Water

11 (54) TRIBAL WATER RIGHT.—The term “Tribal  
12 Water Right” means the Agua Caliente’s water  
13 rights—

14 (A) as identified in Section III of the  
15 Agreement and section 5 of this Act, and

16 (B) as confirmed in the Final Decree.

17 (55) TRIBE’S WATER ORDINANCE.—The term  
18 “Tribe’s Water Ordinance” means the Agua Caliente  
19 Water Authority Ordinance (Chapter 7.12 of the  
20 Tribal Code), as amended, or any other ordinance  
21 enacted by Agua Caliente governing water on the  
22 Reservation.

23 (56) UNITED STATES.—The term “United  
24 States” means the United States of America and all



1 departments, agencies, bureaus, officers, and agents  
2 thereof.

3 (57) USE OR USING OR USED.—The terms  
4 “Use” or “Using” or “Used” mean the consump-  
5 tion, application, or other use of water for any pur-  
6 pose, including but not limited to by allocation, dis-  
7 tribution, exchange, or lease.

8 (58) WATER DISTRICT.—The term “Water Dis-  
9 trict” means CVWD or DWA.

10 (59) WATER DISTRICTS.—The term “Water  
11 Districts” means CVWD and DWA.

12 (60) WHITEWATER RIVER RECHARGE FACILITY  
13 OR FACILITY.—The terms “Whitewater River Re-  
14 charge Facility” or “Facility” mean the facility that  
15 CVWD operates northwest of Palm Springs that  
16 CVWD, in cooperation with DWA, uses to replenish  
17 the Indio Subbasin.

18 **SEC. 4. RATIFICATION OF AGREEMENT.**

19 (a) RATIFICATION.—

20 (1) IN GENERAL.—Except as modified by this  
21 Act, and to the extent that the Agreement does not  
22 conflict with this Act, the Agreement is authorized,  
23 ratified, and confirmed.

24 (2) AMENDMENTS.—If an amendment to the  
25 Agreement or an exhibit to the Agreement requiring

1 the signature of the Secretary is executed in accord-  
2 ance with this Act to make the Agreement consistent  
3 with this Act, the amendment is authorized, ratified,  
4 and confirmed.

5 (b) EXECUTION.—

6 (1) IN GENERAL.—To the extent the Agreement  
7 does not conflict with this Act, the Secretary shall  
8 execute the Agreement, including all exhibits to or  
9 parts of the Agreement requiring the signature of  
10 the Secretary.

11 (2) MODIFICATIONS.—Nothing in this Act pro-  
12 hibits the Secretary, after execution of the Agree-  
13 ment, from approving any modification to the Agree-  
14 ment, including an exhibit to the Agreement, that is  
15 consistent with this Act, to the extent that the modi-  
16 fication does not otherwise require congressional ap-  
17 proval under 2116 of the Revised Statutes (25  
18 U.S.C. 177) or any other applicable provision of  
19 Federal law.

20 (c) ENVIRONMENTAL COMPLIANCE.—

21 (1) IN GENERAL.—In implementing the Agree-  
22 ment and this Act, the Secretary shall comply  
23 with—

24 (A) the Endangered Species Act of 1973

25 (16 U.S.C. 1531 et seq.);

1 (B) the National Environmental Policy Act  
2 of 1969 (42 U.S.C. 4321 et seq.), including the  
3 applicable implementing regulations of that Act;  
4 and

5 (C) all other applicable Federal environ-  
6 mental laws and regulations.

7 (2) COMPLIANCE.—

8 (A) IN GENERAL.—In implementing the  
9 Agreement and this Act, the Tribe shall prepare  
10 any necessary environmental documents con-  
11 sistent with—

12 (i) the Endangered Species Act of  
13 1973 (16 U.S.C. 1531 et seq.);

14 (ii) the National Environmental Policy  
15 Act of 1969 (42 U.S.C. 4321 et seq.), in-  
16 cluding the applicable implementing regu-  
17 lations of that Act; and

18 (iii) all other applicable Federal envi-  
19 ronmental laws and regulations.

20 (B) AUTHORIZATIONS.—The Secretary  
21 shall—

22 (i) independently evaluate the docu-  
23 mentation required under subparagraph  
24 (A); and

1 (ii) be responsible for the accuracy,  
2 scope, and contents of that documentation.

3 (3) EFFECT OF EXECUTION.—The execution of  
4 the Agreement by the Secretary under this section  
5 shall not constitute a major Federal action under  
6 the National Environmental Policy Act of 1969 (42  
7 U.S.C. 4321 et seq.).

8 (4) COSTS.—Any costs associated with the per-  
9 formance of the compliance activities under this sub-  
10 section shall be paid from funds deposited in the  
11 Agua Caliente Settlement Trust Fund, subject to the  
12 condition that any costs associated with the perform-  
13 ance of Federal approval or other review of such  
14 compliance work or costs associated with inherently  
15 Federal functions shall remain the responsibility of  
16 the Secretary.

17 **SEC. 5. TRIBAL WATER RIGHT.**

18 (a) CONFIRMATION OF TRIBAL WATER RIGHT.—

19 (1) IN GENERAL.—The Tribal Water Right is  
20 ratified, confirmed, and declared to be valid.

21 (2) QUANTIFICATION.—The Tribal Water Right  
22 consists of the right to Produce and/or Use up to  
23 20,000 AFY of Groundwater as provided in Section  
24 III of the Agreement.

1           (3) PRIORITY.—The Tribal Water Right shall  
2       have a priority date no later than the 1876 and  
3       1877 Executive Orders establishing the Reservation  
4       and is prior and paramount to all rights claimed by  
5       the Water Districts to Native Groundwater in the  
6       Indio Subbasin.

7           (4) USE.—Any Use of the Tribal Water Right  
8       shall be subject to the terms and conditions of the  
9       Agreement and this Act.

10       (b) INTENT OF CONGRESS.—It is the intent of Con-  
11      gress to provide to each Allottee benefits that are equiva-  
12      lent to, or exceed, the benefits the Allottees possess on  
13      the day before the enactment of this Act, taking into con-  
14      sideration—

15           (1) the potential risks, costs, and time delay as-  
16      sociated with litigation that would be resolved by the  
17      Agreement and this Act;

18           (2) the availability of funding under this Act  
19      from other sources;

20           (3) the availability of water from the Tribal  
21      Water Right; and

22           (4) the applicability of section 7 of the Act of  
23      February 8, 1887 (24 Stat. 390, chapter 119; 25  
24      U.S.C. 381), and this Act to protect the interest of  
25      Allottees.

1       (c) TRUST STATUS OF THE TRIBAL WATER  
2 RIGHT.—The Tribal Water Right shall be held in trust  
3 by the United States on behalf of Agua Caliente and  
4 Allottees in accordance with the Agreement and this Act.  
5 The Tribal Water Right shall not be subject to State law,  
6 regulation, or jurisdiction, except as part of a comprehen-  
7 sive adjudication of Groundwater rights in the Indio  
8 Subbasin if permitted by applicable Federal law.

9       (d) FORFEITURE AND ABANDONMENT.—The Tribal  
10 Water Right shall not be subject to loss through non-use,  
11 forfeiture, abandonment, or other operation of law.

12       (e) AUTHORITY OF THE TRIBE.—

13           (1) IN GENERAL.—Agua Caliente shall have the  
14 authority to Use the Tribal Water Right on the Res-  
15 ervation in accordance with the Agreement, this Act,  
16 and applicable Federal law.

17           (2) USE OFF THE RESERVATION.—

18               (A) IN GENERAL.—Agua Caliente may Use  
19 the Tribal Water Right off the Reservation,  
20 subject to and in accordance with the terms of  
21 the Agreement, this Act, applicable Federal law,  
22 and subject to the approval of the Secretary.

23               (B) MAXIMUM TERM.—The maximum  
24 term of any lease, including all renewals under  
25 this paragraph, shall not exceed 99 years.

1           (3) ALLOTTEE LEASE RIGHTS.—An Allottee  
2           may lease any interest in land held by an Allottee,  
3           together with any portion of the Tribal Water Right  
4           determined to be appurtenant to the interest in the  
5           land, in accordance with the Tribe’s Water Ordinance,  
6           this Act, and the Agreement.

7           (4) LAWFUL PURPOSE.—Subject to the terms  
8           of the Agreement and this Act, Agua Caliente may  
9           Use the Tribal Water Right for any lawful purpose.

10          (5) REUSE.—Agua Caliente may reuse water  
11          that has been produced as part of the Tribal Water  
12          Right, subject to and in accordance with the terms  
13          of the Agreement.

14          (f) ADMINISTRATION.—

15          (1) NO ALIENATION.—The Tribe shall not per-  
16          manently alienate any portion of the Tribal Water  
17          Right.

18          (2) PURCHASES OR GRANTS OF LAND FROM IN-  
19          DIANS.—An authorization provided by this Act for  
20          the allocation, distribution, leasing, or arrangement  
21          entered into pursuant to this Act shall be considered  
22          to satisfy any requirement for authorization of the  
23          action required by Federal law.

24          (3) PROHIBITION ON FORFEITURE.—The non-  
25          use of all or any portion of the Tribal Water Right

1 by any water user shall not result in the forfeiture,  
2 abandonment, relinquishment, or other loss of all or  
3 any portion of the Tribal Water Right.

4 (4) FORBEARANCE BY THE TRIBE.—Ground-  
5 water on which the Tribe does not impose a Tribal  
6 Production Fee in accordance with the forbearance  
7 provisions of Section V(A)(3) of the Agreement will  
8 not be counted as a portion of the Tribal Water  
9 Right, and the failure to impose a Tribal Production  
10 Fee pursuant to Section V(A)(3) of the Agreement  
11 will not result in the forfeiture or abandonment or  
12 loss by other operation of law of any portion of the  
13 Tribal Water Right.

14 (g) WATER RELATED FEES.—

15 (1) PREEMPTION OF THE RAC.—The Tribal  
16 Water Right shall not be subject to a RAC, in ac-  
17 cordance with the Agreement. The provisions of this  
18 subsection shall preempt any and all State or local  
19 laws, decisions, rules, regulations, or actions having  
20 the effect of law insofar and only insofar as they are  
21 inconsistent with the provisions of this subsection.

22 (2) TRIBAL PRODUCTION FEE.—The Tribe shall  
23 have the authority to impose, assess, and collect a  
24 Tribal Production Fee, subject to and in accordance  
25 with the terms of the Agreement. The Tribal Pro-



1       duction Fee shall be governed exclusively by this  
2       subsection, the Agreement, and the Tribe's Water  
3       Ordinance.

4               (3) TRIBAL WATER FEE.—The Tribe shall have  
5       the authority to impose, assess, and collect a Tribal  
6       Water Fee, subject to and in accordance with the  
7       terms of the Agreement. The Tribal Water Fee shall  
8       be governed exclusively by this subsection, the  
9       Agreement, and the Tribe's Water Ordinance.

10              (4) TRIBAL WATER DELIVERY CHARGE.—The  
11       Tribe shall have the authority to impose, assess, and  
12       collect a Tribal Water Delivery Charge, subject to  
13       and in accordance with the terms of the Agreement.  
14       The Tribal Water Delivery Charge shall be governed  
15       exclusively by this subsection, the Agreement, and  
16       the Tribe's Water Ordinance.

17              (5) TRIBAL DELIVERIES.—Subject to and in ac-  
18       cordance with the Agreement, the Tribe shall have  
19       the right to deliver water to water users on the Res-  
20       ervation Using the Tribal Water Right at rates, fees,  
21       and terms and conditions determined by the Tribe.  
22       Such Use of the Tribal Water Right shall not be  
23       subject to a RAC.

24              (h) ALLOTTEES.—

1           (1) APPLICABILITY OF THE ACT OF FEBRUARY  
2       8, 1887.—The provisions of section 7 of the Act of  
3       February 8, 1887 (25 U.S.C. 381), relating to the  
4       use of water for Irrigation purposes, shall apply to  
5       the Tribal Water Right.

6           (2) ENTITLEMENT TO WATER.—Any entitle-  
7       ment to water of an Allottee under Federal law shall  
8       be satisfied from the Tribal Water Right and from  
9       the Tribe’s surface water rights identified in sub-  
10      section (m)(1).

11          (3) ALLOCATIONS.—An Allottee shall be enti-  
12      tled to a just and equitable distribution of water for  
13      Irrigation purposes.

14          (4) CLAIMS.—

15            (A) EXHAUSTION OF REMEDIES.—Before  
16      asserting any claim against the United States  
17      under section 7 of the Act of February 8, 1887  
18      (24 Stat. 390, chapter 119, 25 U.S.C. 381), or  
19      any other applicable law, an Allottee shall ex-  
20      haust remedies available under the Tribe’s  
21      Water Ordinance or other applicable Tribal  
22      Law.

23            (B) ACTION FOR RELIEF.—After the ex-  
24      haustion of all remedies available under the  
25      Tribe’s Water Ordinance or other applicable

1 Tribal Law, an Allottee may seek relief under  
2 section 7 of the Act of February 8, 1887 (24  
3 Stat. 390, chapter 119; 25 U.S.C. 381), or  
4 other applicable law.

5 (5) AUTHORITY OF THE SECRETARY.—The Sec-  
6 retary shall have the authority to protect the rights  
7 of Allottees in accordance with this section.

8 (i) THE TRIBE’S WATER ORDINANCE.—To the ex-  
9 tent necessary, and subject to and in accordance with the  
10 approval of the Secretary, the Tribe shall amend the  
11 Tribe’s Water Ordinance to provide—

12 (1) that use of water by Allottees shall be satis-  
13 fied with water from the Tribal Water Right and the  
14 Tribe’s surface water right described in subsection  
15 (m)(1);

16 (2) a process by which an Allottee may request  
17 that the Tribe provide water for Irrigation in accord-  
18 ance with this Act, including the provision of water  
19 under any Allottee lease under section 4 of the Act  
20 of June 25, 1910 (36 Stat. 856, chapter 431; 25  
21 U.S.C. 403);

22 (3) a due process system for the consideration  
23 and determination by the Tribe of any request of an  
24 Allottee (or a successor in interest to an Allottee) for

1 an allocation of water for Irrigation on an Allot-  
2 ment, including a process for—

3 (A) appeal and adjudication of any denied  
4 or disputed distribution of water;

5 (B) resolution of any contested administra-  
6 tive decision; and

7 (C) a requirement that any Allottee assert-  
8 ing a claim relating to the enforcement of rights  
9 of the Allottee under the Tribe's Water Ordi-  
10 nance, including to the quantity of water allo-  
11 cated to land of the Allottee, shall exhaust all  
12 remedies available to the Allottee under Tribal  
13 Law before initiating an action against the  
14 United States or petitioning the Secretary pur-  
15 suant to subsection (h)(4)(B); and

16 (4) a process by which an owner of fee land  
17 within the Reservation may apply for Use of a por-  
18 tion of the Tribal Water Right, subject to and in ac-  
19 cordance with the Agreement and this Act.

20 (j) ACTION BY THE SECRETARY.—

21 (1) IN GENERAL.—During the period beginning  
22 on the date of enactment of this Act and ending on  
23 the date on which the Tribe's Water Ordinance is  
24 amended pursuant to subsection (i), the Secretary  
25 shall administer, with respect to the rights of the

1 Allottees, the Water Rights identified under sub-  
2 section (i)(1).

3 (2) APPROVAL.—The Tribe’s Water Ordinance,  
4 amended pursuant to subsection (i), shall not be  
5 valid unless—

6 (A) the amendments described in that sub-  
7 section have been approved by the Secretary;  
8 and

9 (B) each subsequent amendment to the  
10 Tribe’s Water Ordinance that affects the rights  
11 of an Allottee is approved by the Secretary.

12 (3) APPROVAL PERIOD.—

13 (A) IN GENERAL.—Except as provided in  
14 subparagraph (B), the Secretary shall approve  
15 or disapprove the Tribe’s Water Ordinance  
16 amendments described in subsection (i) not  
17 later than 180 days after the date on which the  
18 amendments are submitted to the Secretary.

19 (B) EXTENSION.—The deadline described  
20 in subparagraph (A) may be extended by the  
21 Secretary after consultation with the Tribe.

22 (k) EFFECT.—Except as otherwise expressly provided  
23 in this section, nothing in this Act—

1           (1) authorizes any action by an Allottee against  
2           any individual or entity, or against Agua Caliente,  
3           under Federal, State, Tribal, or local law; or

4           (2) alters or affects the status of any action  
5           brought pursuant to section 1491(a) of title 28,  
6           United States Code.

7           (l) DOMESTIC WATER SERVICE.—Subject to and in  
8           accordance with the Agreement, the Water Districts shall  
9           have the authority to provide Domestic Water Service on  
10          the Reservation.

11          (m) TRIBE’S SURFACE WATER RIGHTS.—

12           (1) TAHQUITZ CREEK AND ANDREAS CREEK.—

13          The Tribe’s water rights in Tahquitz Creek and  
14          Andreas Creek, as described in Section VII(A) of the  
15          Agreement, shall be held in trust by the United  
16          States on behalf of the Tribe and Allottees in ac-  
17          cordance with the Agreement and this Act. The  
18          Tribe’s Diversion and Use of the surface water shall  
19          be subject to and in accordance with the Agreement.

20           (2) WHITEWATER RANCH.—The Tribe’s water  
21          rights to the surface water at Whitewater Ranch, as  
22          described in Section VII(B) of the Agreement, shall  
23          be held in trust by the United States on behalf of  
24          the Tribe in accordance with the Agreement and this  
25          Act. The Tribe’s Diversion and Use of the surface

1 water shall be subject to and in accordance with the  
2 Agreement.

3 (n) TRADITIONAL AND CULTURAL USES.—The Tribe  
4 and Tribal Members shall have the right to produce and  
5 use water from wells, streams, seeps, and springs on the  
6 Reservation for traditional and cultural purposes. Such  
7 uses shall not be counted as use of the Tribal Water Right  
8 as long as it is for Non-consumptive use.

9 (o) STORAGE OF IMPORTED WATER.—The Tribe  
10 shall have the right to store Imported Water in the Indio  
11 Subbasin and recover such stored water, subject to and  
12 in accordance with the Agreement.

13 **SEC. 6. SETTLEMENT TRUST FUND.**

14 (a) ESTABLISHMENT.—The Secretary shall establish  
15 a trust fund, to be known as the “Agua Caliente Settle-  
16 ment Trust Fund”, to be managed, invested, and distrib-  
17 uted by the Secretary and to remain available until ex-  
18 pended, withdrawn, or reverted to the general fund of the  
19 Treasury, consisting of amounts deposited in the Agua  
20 Caliente Settlement Trust Fund under subsection (c), to-  
21 gether with any investment earnings, including interest,  
22 earned on those amounts, for the purpose of carrying out  
23 this Act.

1 (b) AGUA CALIENTE SETTLEMENT TRUST FUND AC-  
2 COUNTS.—The Secretary shall establish in the Agua  
3 Caliente Settlement Trust Fund the following accounts:

4 (1) Agua Caliente Development Projects Ac-  
5 count.

6 (2) Agua Caliente Groundwater Augmentation  
7 Account.

8 (3) Agua Caliente Water Management Account.

9 (4) Agua Caliente Operation, Maintenance, and  
10 Replacement Costs Account.

11 (c) DEPOSITS.—The Secretary shall deposit in the  
12 Agua Caliente Settlement Trust Fund the amounts made  
13 available under section 7(a).

14 (d) MANAGEMENT AND INTEREST.—

15 (1) MANAGEMENT.—On receipt and deposit of  
16 funds into the Agua Caliente Settlement Trust Fund  
17 under subsection (c), the Secretary shall manage, in-  
18 vest, and distribute all amounts in the Agua Caliente  
19 Settlement Trust Fund in a manner that is con-  
20 sistent with the investment authority of the Sec-  
21 retary under—

22 (A) the first section of the Act of June 24,  
23 1938 (25 U.S.C. 162a);



1 (B) the American Indian Trust Fund Man-  
2 agement Reform Act of 1994 (25 U.S.C. 4001  
3 et seq.); and

4 (C) this subsection.

5 (2) INVESTMENT EARNINGS.—In addition to  
6 the amounts deposited under subsection (c), any in-  
7 vestment earnings, including interest, earned on  
8 those amounts, held in the Agua Caliente Settlement  
9 Trust Fund are authorized to be used in accordance  
10 with subsections (e) and (h).

11 (e) AVAILABILITY OF AMOUNTS.—

12 (1) IN GENERAL.—Amounts appropriated to,  
13 and deposited in, the Agua Caliente Settlement  
14 Trust Fund, including any investment earnings or  
15 interest earned on those amounts, shall be made  
16 available to the Tribe by the Secretary beginning on  
17 the Enforceability Date, subject to the requirements  
18 of this section, except for funds to be made available  
19 to the Tribe pursuant to paragraph (2).

20 (2) IMPLEMENTATION AND INITIAL DEVELOP-  
21 MENT PROJECT FUNDS.—Notwithstanding para-  
22 graph (1), \$50,000,000 of the amounts deposited  
23 into the Agua Caliente Development Projects Ac-  
24 count shall be available to the Tribe on the date on

1       which the amounts are deposited, for uses described  
2       in subsection (h)(1).

3       (f) WITHDRAWALS.—

4               (1) WITHDRAWALS BY THE TRIBE UNDER THE  
5       AMERICAN INDIAN TRUST FUND MANAGEMENT RE-  
6       FORM ACT OF 1994.—

7               (A) IN GENERAL.—The Tribe may with-  
8       draw any portion of the amounts in the Agua  
9       Caliente Settlement Trust Fund on approval by  
10      the Secretary of a Tribal management plan sub-  
11      mitted by the Tribe in accordance with the  
12      American Indian Trust Fund Management Re-  
13      form Act of 1994 (25 U.S.C. 4001 et seq.).

14              (B) REQUIREMENTS.—In addition to the  
15      requirements under the American Indian Trust  
16      Fund Management Reform Act of 1994 (25  
17      U.S.C. 4001 et seq.), the Tribal management  
18      plan under this paragraph shall require that the  
19      Tribe shall spend all amounts withdrawn from  
20      the Agua Caliente Settlement Trust Fund, and  
21      any investment earnings (including interest)  
22      earned in those amounts, through the invest-  
23      ments under the Tribal management plan, in  
24      accordance with this Act and the Agreement.

1 (C) ENFORCEMENT.—The Secretary may  
2 carry out such judicial and administrative ac-  
3 tions as the Secretary determines to be nec-  
4 essary to enforce the Tribal management plan  
5 under this paragraph to ensure that amounts  
6 withdrawn by the Tribe from the Agua Caliente  
7 Settlement Trust Fund under subparagraph  
8 (A) are used in accordance with this Act.

9 (2) WITHDRAWALS BY TRIBE PURSUANT TO AN  
10 EXPENDITURE PLAN.—

11 (A) IN GENERAL.—The Tribe may submit  
12 to the Secretary a request to withdraw amounts  
13 from the Agua Caliente Settlement Trust Fund  
14 pursuant to an approved expenditure plan.

15 (B) REQUIREMENTS.—To be eligible to  
16 withdraw amounts under an expenditure plan  
17 under subparagraph (A), the Tribe shall submit  
18 to the Secretary an expenditure plan for any  
19 portion of the Agua Caliente Settlement Trust  
20 Fund the Tribe elects to withdraw pursuant to  
21 this subparagraph, subject to the condition that  
22 the amounts shall be used for the purposes de-  
23 scribed in this Act and the Agreement.

24 (C) INCLUSIONS.—An expenditure plan  
25 submitted under this paragraph shall include a

1 description of the manner and purpose for  
2 which the amounts proposed to be withdrawn  
3 from the Agua Caliente Settlement Trust Fund  
4 will be used by the Tribe, in accordance with  
5 this subsection and subsection (h).

6 (D) APPROVAL.—The Secretary shall ap-  
7 prove an expenditure plan submitted under sub-  
8 paragraph (A) if the Secretary determines that  
9 the expenditure plan—

10 (i) is reasonable; and

11 (ii) is consistent with, and will be used  
12 for, the purposes of this Act.

13 (E) ENFORCEMENT.—The Secretary may  
14 carry out such judicial and administrative ac-  
15 tions as the Secretary determines to be nec-  
16 essary to enforce an expenditure plan to ensure  
17 that amounts withdrawn under this paragraph  
18 are used in accordance with this Act.

19 (g) EFFECT OF SECTION.—Nothing in this section  
20 gives the Tribe the right to judicial review of a determina-  
21 tion by the Secretary relating to whether to approve the  
22 Tribal management plan under paragraph (1) of sub-  
23 section (f) or an expenditure plan under paragraph (2)  
24 of that subsection, except under subchapter II of chapter

1 5, and chapter 7, of title 5, United States Code (commonly  
2 known as the “Administrative Procedure Act”).

3 (h) USES.—

4 (1) AGUA CALIENTE DEVELOPMENT PROJECTS  
5 ACCOUNT.—The Agua Caliente Development  
6 Projects Account established under subsection (b)(1)  
7 may be used for the cost of planning, permitting, de-  
8 signing, engineering, investing in, and constructing  
9 water-related projects and facilities which improve  
10 the water supply, water reliability, water infrastruc-  
11 ture, or water quality for water supplying the Agua  
12 Caliente Indian Reservation or the Indio Subbasin,  
13 including but not limited to recycling projects, and  
14 for conducting related activities, including environ-  
15 mental compliance in the development and construc-  
16 tion of projects under this Act.

17 (2) AGUA CALIENTE GROUNDWATER AUG-  
18 MENTATION ACCOUNT.—The Agua Caliente Ground-  
19 water Augmentation Account established under sub-  
20 section (b)(2) shall be used by the Tribe, subject to  
21 and in accordance with the Agreement, to reimburse,  
22 together with any interest earned on those funds,  
23 the Water Districts for investments that the Water  
24 Districts have made or will make in projects that  
25 will augment Groundwater supplies in the Indio

1 Subbasin and support Groundwater levels under the  
2 Reservation.

3 (3) AGUA CALIENTE WATER MANAGEMENT AC-  
4 COUNT.—The Agua Caliente Water Management Ac-  
5 count established under subsection (b)(3) may be  
6 used for Tribal Water Right management and ad-  
7 ministration.

8 (4) AGUA CALIENTE OPERATION, MAINTEN-  
9 NANCE, AND REPLACEMENT COSTS ACCOUNT.—The  
10 Agua Caliente Operation, Maintenance and Replace-  
11 ment Costs Account established under subsection  
12 (b)(4) may be used for operating, maintaining, reha-  
13 bilitating, reconstructing and replacing water infra-  
14 structure for any Agua Caliente Development  
15 Projects, including but not limited to recycled water  
16 projects.

17 (i) LIABILITY.—The Secretary and the Secretary of  
18 the Treasury shall not be liable for the expenditure or in-  
19 vestment of any amounts withdrawn from the Agua  
20 Caliente Settlement Trust Fund by the Tribe under para-  
21 graph (1) or (2) of subsection (f).

22 (j) EXPENDITURE REPORTS.—The Tribe shall annu-  
23 ally submit to the Secretary an expenditure report describ-  
24 ing accomplishments and amounts spent from the use of  
25 withdrawals under the Tribal management plan or an ex-

1 penditure plan under paragraph (1) or (2) of subsection  
2 (f), as applicable.

3 (k) NO PER CAPITA DISTRIBUTIONS.—No portion of  
4 the Agua Caliente Settlement Trust Fund shall be distrib-  
5 uted on a per capita basis to any Tribal Member.

6 (l) TITLE TO INFRASTRUCTURE.—

7 (1) Title to, control over, and operation of any  
8 project constructed using funds from the Agua  
9 Caliente Settlement Trust Fund shall remain in the  
10 Tribe, unless the Tribe otherwise agrees, and except  
11 for projects that receive funding under this Act, only  
12 through the Agua Caliente Groundwater Augmenta-  
13 tion Account, in accordance with the Agreement.

14 (2) Notwithstanding section 5(i), if the Tribe  
15 and a Water District agree to fund a project from  
16 both the Agua Caliente Groundwater Augmentation  
17 Account and other sources of funding secured by the  
18 Tribe, the Tribe and Water District will determine  
19 appropriate title, control, and operation of the  
20 project or project components.

21 (m) OPERATION, MAINTENANCE, AND REPLACE-  
22 MENT COSTS.—

23 (1) All operation, maintenance, and replace-  
24 ment costs of any project constructed using funds  
25 from the Agua Caliente Settlement Trust Fund shall

1 be the responsibility of the Tribe, unless the Tribe  
2 otherwise agrees, and except for projects that receive  
3 funding under this Act, only through the Agua  
4 Caliente Groundwater Augmentation Account, in ac-  
5 cordance with the Agreement.

6 (2) Notwithstanding section 5(i), if the Tribe  
7 and a Water District agree to fund a project from  
8 both the Agua Caliente Groundwater Augmentation  
9 Account and other sources of funding secured by the  
10 Tribe, the Tribe and Water District will determine  
11 the appropriate sharing of operation, maintenance,  
12 and replacement costs.

13 **SEC. 7. FUNDING.**

14 (a) MANDATORY APPROPRIATIONS.—Out of any  
15 money in the Treasury not otherwise appropriated, the  
16 Secretary of the Treasury shall transfer to the Secretary  
17 the following amounts to deposit in the following accounts:

18 (1) AGUA CALIENTE DEVELOPMENT PROJECTS  
19 ACCOUNT.—\$300,000,000, to remain available until  
20 expended, withdrawn, or reverted to the general  
21 fund of the Treasury.

22 (2) AGUA CALIENTE GROUNDWATER AUG-  
23 MENTATION ACCOUNT.—\$100,000,000, to remain  
24 available until expended, withdrawn, or reverted to  
25 the general fund of the Treasury.



1           (3) AGUA CALIENTE WATER MANAGEMENT AC-  
2           COUNT.—\$50,000,000, to remain available until ex-  
3           pended, withdrawn, or reverted to the general fund  
4           of the Treasury.

5           (4) AGUA CALIENTE OPERATION, MAINTENANCE  
6           AND REPLACEMENT COSTS ACCOUNT.—\$50,000,000,  
7           to remain available until expended, withdrawn, or re-  
8           verted to the general fund of the Treasury.

9           (b) FLUCTUATION IN COSTS.—

10           (1) IN GENERAL.—The amounts appropriated  
11           under subsection (a) shall be increased or decreased,  
12           as appropriate, by such amounts as may be justified  
13           by reason of ordinary fluctuations in costs, as indi-  
14           cated by the Bureau of Reclamation Construction  
15           Cost Index-Composite Trend.

16           (2) CONSTRUCTION COST ADJUSTMENT.—The  
17           amounts appropriated under subsection (a) shall be  
18           adjusted to address construction cost changes nec-  
19           essary to account for unforeseen market volatility  
20           that may not otherwise be captured by engineering  
21           costs indices, as determined by the Secretary, includ-  
22           ing repricing applicable to the types of construction  
23           and current industry standards involved.

24           (3) REPETITION.—The adjustment process  
25           under this subsection shall be repeated for each sub-

1       sequent amount appropriated until the authorized  
2       amount, as adjusted, has been appropriated.

3           (4) PERIOD OF INDEXING.—The period of in-  
4       dexing and adjustment under this subsection for any  
5       increment of funding shall start on May 19, 2025,  
6       and shall end on the date on which funds are depos-  
7       ited in the Agua Caliente Settlement Trust Fund.

8       **SEC. 8. ENFORCEABILITY DATE.**

9           (a) IN GENERAL.—The enforceability date shall be  
10      the date on which the Secretary publishes in the Federal  
11      Register a statement of findings that—

12           (1) to the extent that the Agreement conflicts  
13      with this Act, the Agreement has been amended to  
14      conform with this Act;

15           (2) the Agreement, as amended, has been exe-  
16      cuted by the all the parties to the Agreement, in-  
17      cluding the United States;

18           (3) Congress has fully appropriated, or the Sec-  
19      retary has provided from other sources, all funds for  
20      deposit in the accounts under section 7(a);

21           (4) the Decree Court has approved the Agree-  
22      ment and entered the Final Judgment and Decree;  
23      and

24           (5) the waivers and releases under section 9  
25      have been executed by the Tribe and the Secretary.

1 (b) EXPIRATION.—

2 (1) IN GENERAL.—This Act shall expire in any  
3 case in which the Secretary fails to publish a state-  
4 ment of findings under subsection (a) by not later  
5 than—

6 (A) December 31, 2035; or

7 (B) such alternative later date as is agreed  
8 to by the Tribe, the Secretary, CVWD, and  
9 DWA.

10 (2) CONSEQUENCES.—If this Act expires under  
11 paragraph (1)—

12 (A) the waivers and releases under sub-  
13 sections (a), (b), and (c) of section 9 shall not  
14 become effective;

15 (B) the authorization, ratification, con-  
16 firmation, and execution of the Agreement  
17 under section 4 shall no longer be effective;

18 (C) any action carried out by the Sec-  
19 retary, and contract or agreement entered into,  
20 pursuant to this Act shall be void;

21 (D) any unexpended Federal funds appro-  
22 priated or made available to carry out the ac-  
23 tivities authorized by this Act, together with  
24 any interest earned on those funds, and any  
25 water rights or contracts to use water and title

1 to other property acquired or constructed with  
2 Federal funds appropriated or made available  
3 to carry out the activities authorized by this  
4 Act, shall be returned to the Federal Govern-  
5 ment, unless otherwise agreed to by the Tribe  
6 and the United States and approved by Con-  
7 gress; and

8 (E) except for Federal funds used to ac-  
9 quire or construct property that is returned to  
10 the Federal Government under subparagraph  
11 (D), the United States shall be entitled to offset  
12 any Federal funds made available to carry out  
13 this Act that were expended or withdrawn, or  
14 any funds made available to carry out this Act  
15 from other Federal authorized sources, together  
16 with any interest accrued on those funds,  
17 against any Claim against the United States re-  
18 lating to water rights in the State as asserted  
19 by the Tribe or any user of the Tribe's rights  
20 or any other matter covered by this subsection;  
21 or in any future settlement of water rights of  
22 the Tribe.

23 **SEC. 9. WAIVER AND RELEASE OF CLAIMS.**

24 (a) WAIVERS AND RELEASES OF CLAIMS BY THE  
25 TRIBE AND THE UNITED STATES AS TRUSTEE FOR THE

1 TRIBE.—Subject to the reservation of rights and retention  
2 of Claims set forth in subsection (e), as consideration for  
3 the recognition of the Tribal Water Right and the other  
4 benefits described in the Agreement and this Act, the  
5 Tribe on its own behalf (and on behalf of Tribal Members  
6 where the Claims of the Tribal Members derive from  
7 rights of the Tribe) and the United States, acting as trust-  
8 ee for the Tribe, shall execute a waiver and release of all  
9 Claims for—

10 (1) water rights that the Tribe, or the United  
11 States acting as trustee for the Tribe, asserted or  
12 could have asserted in any proceeding, including the  
13 Agua Caliente Litigation, on or before the Enforce-  
14 ability Date, except to the extent that such rights  
15 are recognized in the Agreement and this Act;

16 (2) rights to pore space that the Tribe, or the  
17 United States acting as trustee for the Tribe, as-  
18 serted or could have asserted in any proceeding, in-  
19 cluding the Agua Caliente Litigation, on or before  
20 the Enforceability Date, except to the extent that  
21 rights related to pore space are recognized in the  
22 Agreement and this Act;

23 (3) damages, losses, or injuries to water rights  
24 or claims of interference with, diversion of, or taking  
25 of water rights (including Claims for injury to land

1 resulting from such damages, losses, injuries, inter-  
2 ference with, diversion, or taking of water rights)  
3 against CVWD or DWA arising or occurring at any  
4 time up to and including the Enforceability Date or  
5 arising or occurring after the Enforceability Date as  
6 the result of actions consistent with the provisions of  
7 the Agreement and this Act;

8 (4) damages, losses, or injuries resulting from  
9 Groundwater overdraft, including subsidence or loss  
10 of storage capacity, against CVWD or DWA arising  
11 or occurring at any time up to and including the En-  
12 forceability Date or arising or occurring after the  
13 Enforceability Date as the result of actions con-  
14 sistent with the provisions of the Agreement and this  
15 Act;

16 (5) damages, losses, or injuries resulting from  
17 CVWD's or DWA's imposition, assessment, levy,  
18 charge, or collection of RAC on the Reservation at  
19 any time up to and including the Enforceability  
20 Date or arising or occurring after the Enforceability  
21 Date as the result of actions consistent with the pro-  
22 visions of the Agreement and this Act;

23 (6) water quality degradation against CVWD  
24 and DWA where the water that is the basis for the

1 Claim meets all relevant Federal and State water  
2 quality requirements;

3 (7) damages, losses or injuries resulting from  
4 CVWD's or DWA's exercise of their authority under  
5 California law to provide water service to customers  
6 on the Reservation at any time up to and including  
7 the Enforceability Date, or after the Enforceability  
8 Date when as a result of actions consistent with the  
9 Agreement and this Act; and

10 (8) damages, losses, or injuries arising out of,  
11 or relating to, the negotiation, execution, or adoption  
12 of the Agreement or the negotiation or execution of  
13 this Act.

14 (b) WAIVERS AND RELEASES OF CLAIMS BY THE  
15 UNITED STATES AS TRUSTEE FOR ALLOTTEES.—Subject  
16 to the reservation of rights and the retention of Claims  
17 under subsection (e), and in consideration for recognition  
18 of the Tribal Water Right and the other benefits described  
19 in the Agreement and this Act, the United States, acting  
20 as trustee for the Allottees, shall execute a waiver and re-  
21 lease of all Claims for water rights within the Reservation  
22 that the United States, acting as trustee for the Allottees,  
23 asserted or could have asserted in any proceeding, includ-  
24 ing the Agua Caliente Litigation, on or before the En-

1 forceability Date, except to the extent that such rights are  
2 recognized in the Agreement and this Act.

3 (c) WAIVERS AND RELEASES OF CLAIMS BY THE  
4 TRIBE AGAINST THE UNITED STATES.—Subject to the  
5 reservation of rights and retention of Claims under sub-  
6 section (e), the Tribe shall execute a waiver and release  
7 of all Claims against the United States (including any  
8 agency or employee of the United States) for or related  
9 to—

10 (1) water rights that the United States, acting  
11 as trustee for the Tribe, asserted or could have as-  
12 serted in any proceeding, including the Agua  
13 Caliente Litigation, on or before the Enforceability  
14 Date, except to the extent that such rights are rec-  
15 ognized as part of the Tribal Water Right under the  
16 Agreement or this Act;

17 (2) foregone benefits from non-Tribal use of  
18 water, on and off the Reservation, first arising be-  
19 fore the Enforceability Date;

20 (3) damages, losses, or injuries to water, water  
21 rights, land, or natural resources due to loss of  
22 water or water rights (including damages, losses, or  
23 injuries to hunting, fishing, gathering, or cultural  
24 rights due to loss of water or water rights, Claims  
25 relating to interference with, diversion of, or taking



1 of water, or Claims relating to failure to protect, ac-  
2 quire, replace, or develop water, water rights, or  
3 water infrastructure) first arising before the En-  
4 forceability Date;

5 (4) failure to prevent degradation of water  
6 quality in the Indio Subbasin consistent with the  
7 Agreement, or resulting from use of Recycled Water  
8 under the Agreement;

9 (5) failure of CVWD or DWA to deliver Domes-  
10 tic Water, or provide Domestic Water Service, to  
11 Reservation Customers under terms consistent with  
12 the Agreement and the exhibits thereto;

13 (6) failure of CVWD or DWA to comply with  
14 the Memorandum of Cooperation;

15 (7) failure of the City of Palm Springs to com-  
16 ply with a future agreement for a RW Project de-  
17 scribed in Section XVI(B) of the Agreement

18 (8) failure of the County of Riverside to comply  
19 with an intergovernmental agreement entered into  
20 under section 11(b)(6) of this Act;

21 (9) the litigation of Claims relating to any  
22 water right of the Tribe in the Indio Subbasin, first  
23 arising before the Enforceability Date; and

24 (10) damages, losses, or injuries arising out of,  
25 or relating to, the negotiation, execution, or adoption

1 of the Agreement or the negotiation or execution of  
2 this Act, first arising before the Enforceability Date.

3 (d) EFFECTIVE DATE.—The waivers and releases de-  
4 scribed in subsections (a), (b), and (c) shall take effect  
5 on the Enforceability Date.

6 (e) RESERVATION OF RIGHTS AND RETENTION OF  
7 CLAIMS BY THE TRIBE AND THE UNITED STATES AS  
8 TRUSTEE FOR THE TRIBE AND ALLOTTEES.—Notwith-  
9 standing the waivers and releases under subsections (a),  
10 (b), and (c), the Tribe and the United States, acting as  
11 trustee for the Tribe and Allottees, shall retain—

12 (1) all Claims for enforcement of the Agree-  
13 ment, this Act, and the Final Judgment and Decree;

14 (2) except as provided by Sections XIV(D) and  
15 XV(C) of the Agreement, all Claims under State and  
16 Federal law related to activities affecting the quality  
17 of water, including Claims under—

18 (A) the Comprehensive Environmental Re-  
19 sponse, Compensation, and Liability Act of  
20 1980 (42 U.S.C. 9601 et seq.) and amendments  
21 thereto, including for damages to natural re-  
22 sources;

23 (B) the Safe Drinking Water Act (42  
24 U.S.C. 300f et seq.);

1 (C) the Federal Water Pollution Control  
2 Act (33 U.S.C. 1251 et seq.) (commonly re-  
3 ferred to as the “Clean Water Act”) and  
4 amendments thereto; and

5 (D) any regulations implementing the Acts  
6 described in subparagraphs (A) through (C).

7 (3) the right to use and protect water rights ac-  
8 quired after the enactment of this Act;

9 (4) Claims for damages, losses, or injuries to  
10 land or natural resources, including hunting, fishing,  
11 gathering, or cultural rights, that are not due to loss  
12 of water or water rights under subsection (a)(3) and  
13 are not covered by subsections (a)(2) and (a)(4)  
14 through (a)(7);

15 (5) Claims for damages, losses, or injuries re-  
16 sulting from a Water District’s failure to obtain the  
17 requisite permission, consent, or authority to use or  
18 to construct and maintain water infrastructure or  
19 other improvements on Agua Caliente Indian Res-  
20 ervation Trust Land as required by Federal law;

21 (6) Claims for damages, losses, or injuries re-  
22 sulting from a Water District’s negligent, reckless,  
23 or willful misconduct;

1           (7) all rights, remedies, privileges, immunities,  
2           and powers and Claims not waived and released pur-  
3           suant to the Agreement or this Act; and

4           (8) the right to assert all defenses, including  
5           sovereign immunity, that the Tribe and United  
6           States otherwise could assert in response to the  
7           Claims retained by CVWD and DWA in section  
8           XIX(F) of the Agreement.

9           (f) EFFECT OF TITLE.—Nothing in this Act—

10           (1) reduces or extends the sovereignty (includ-  
11           ing civil and criminal jurisdiction) of any govern-  
12           ment entity, except to the degree that specific ac-  
13           tions are preempted, prohibited, authorized, or re-  
14           quired;

15           (2) affects the ability of the United States, act-  
16           ing as sovereign, to carry out any activity authorized  
17           by law, including—

18                   (A) the Comprehensive Environmental Re-  
19                   sponse, Compensation, and Liability Act of  
20                   1980 (42 U.S.C. 9601 et seq.) and amendments  
21                   thereto;

22                   (B) the Safe Drinking Water Act (42  
23                   U.S.C. 300f et seq.) and amendments thereto;

24                   (C) the Federal Water Pollution Control  
25                   Act (33 U.S.C. 1251 et seq.) (commonly re-

1           ferred to as the “Clean Water Act”) and  
2           amendments thereto;

3           (D) the Solid Waste Disposal Act (42  
4           U.S.C. 6901 et seq.); and

5           (E) any regulations implementing the Acts  
6           described in subparagraphs (A) through (D).

7           (3) affects the ability of the United States to  
8           act as trustee for any other Indian Tribe or an allot-  
9           tee of any other Indian Tribe;

10          (4) confers jurisdiction on any State court—

11           (A) to interpret Federal law relating to  
12           health, safety, or the environment;

13           (B) to determine the duties of the United  
14           States or any other party under Federal law re-  
15           garding health, safety, or the environment;

16           (C) to conduct judicial review of a Federal  
17           agency action; or

18           (D) to interpret Tribal Law; or

19          (5) waives any Claim of a Tribal Member in an  
20          individual capacity that does not derive from a right  
21          of the Tribe.

22          (g) TOLLING OF CLAIMS.—

23           (1) IN GENERAL.—Each applicable period of  
24           limitation and time-based equitable defense relating  
25           to a Claim described in this section or in Section

1       XIX of the Agreement shall be tolled for the period  
2       beginning on the date of enactment of this Act and  
3       ending on the Enforceability Date.

4           (2) EFFECT OF SUBSECTION.—Nothing in this  
5       subsection revives any Claim or tolls any period of  
6       limitation or time-based equitable defense that ex-  
7       pired before the date of enactment of this Act.

8           (3) LIMITATION.—Nothing in this section pre-  
9       cludes the tolling of any period of limitation or any  
10      time-based equitable defense under any other appli-  
11      cable law.

12   **SEC. 10. SATISFACTION OF CLAIMS.**

13       (a) IN GENERAL.—The benefits provided to the Tribe  
14      under this Act shall be in complete replacement of, com-  
15      plete substitution for, and full satisfaction of all Claims  
16      of the Tribe against the United States that are waived  
17      and released pursuant to section 9(c).

18       (b) ALLOTTEE CLAIMS.—The benefits realized by the  
19      Allottees under this Act shall be in complete replacement  
20      of, complete substitution for, and full satisfaction of—

21           (1) all Claims that are waived and released pur-  
22      suant to section 9(b); and

23           (2) any Claims of the Allottees against the  
24      United States that the Allottees have or could have

1       asserted that are similar in nature to any claim de-  
2       scribed in section 9(b).

3   **SEC. 11. POSSESSORY INTEREST TAX.**

4       (a) PREEMPTION OF RIVERSIDE COUNTY AD VALO-  
5   REM PROPERTY TAX.—

6           (1) IN GENERAL.—No Possessory Interest shall  
7       be subject to the Riverside County Ad Valorem  
8       Property Tax for any taxable period when the Tribe  
9       imposes a Tribal Tax on such Possessory Interest.  
10      The provisions of this section shall preempt any and  
11      all State or local laws, decisions, rules, regulations,  
12      or actions having the effect of law insofar as incon-  
13      sistent with the provisions of this section.

14           (2) LIMITED APPLICABILITY.—The preemption  
15      in this section shall not apply to any fee, tax, assess-  
16      ment, levy, or other charge imposed by any Other  
17      Public Agency.

18      (b) TRIBAL POSSESSORY INTEREST TAX.—

19           (1) IN GENERAL.—The Tribe shall have the au-  
20      thority to impose, assess, collect, and distribute a  
21      Tribal Tax on Possessory Interests in lieu of the  
22      Riverside County Ad Valorem Property Tax. Such  
23      tax shall be governed exclusively by this section and  
24      any law adopted by the Tribe to implement the Trib-  
25      al Tax. The Tribe may delegate this authority to the

1 Riverside County via an intergovernmental agree-  
2 ment as provided in paragraph (6).

3 (2) AMOUNT OF TRIBAL TAX.—The Tribal Tax  
4 shall not for any taxable period be imposed with re-  
5 spect to any Possessory Interest at a rate or on an  
6 assessed value lower than the rate and any assessed  
7 value that, but for the preemption in this section,  
8 would have formed the basis for imposition and as-  
9 sessment of the Riverside County Ad Valorem Prop-  
10 erty Tax with respect to such Possessory Interest for  
11 such taxable period.

12 (3) EXEMPTIONS.—Leaseholds, easements,  
13 rights of way, and other property interests or enter-  
14 prises held or conducted by governments or non-  
15 profit organizations that are exempt from property  
16 taxation under California law shall be similarly ex-  
17 empt from any Tribal Tax.

18 (4) DISTRIBUTIONS TO OTHER PUBLIC AGEN-  
19 CIES.—Subject to paragraph (8), the Tribe shall dis-  
20 tribute Tribal Tax proceeds to Other Public Agen-  
21 cies in the amounts that, but for the preemption in  
22 this section, such Other Public Agencies would have  
23 been entitled to receive from the levy of the River-  
24 side County Property Tax on the Possessory Inter-  
25 ests. These distributions will take priority over any



1 other use of the Tribal tax proceeds and will be  
2 made in accordance with the Tax Apportionment  
3 Schedule.

4 (5) ENFORCEMENT.—The requirements of this  
5 section, including the distributions to Other Public  
6 Agencies pursuant to paragraph (4), shall be en-  
7 forceable by Other Public Agencies in Federal dis-  
8 trict court, except to the degree that enforcement is  
9 available in an intergovernmental agreement with  
10 the County pursuant to paragraph (6). The Tribe  
11 waives its sovereign immunity for the specific and  
12 limited purpose of enforcing those requirements.

13 (6) DELEGATION OF AUTHORITY.—The Tribe  
14 may delegate its authority to assess, collect, and dis-  
15 tribute the Tribal Tax to Riverside County through  
16 an intergovernmental agreement. Such agreement  
17 shall provide that Riverside County shall distribute  
18 to Other Public Agencies the amounts that, but for  
19 the preemption in this section, such Other Public  
20 Agencies would have been entitled to receive from  
21 the levy of the Riverside County Property Tax on  
22 the Possessory Interests and in accordance with the  
23 Tax Apportionment Schedule. Such agreement will  
24 also provide that the Other Public Agencies are

1 third-party beneficiaries of the Agreement and enti-  
2 tled to enforce its terms.

3 (7) USE OF TRIBAL TAX PROCEEDS.—Tribal  
4 Tax proceeds shall not be used for per capita dis-  
5 tribution to Tribal Members and shall be used solely  
6 for the following purposes—

7 (A) offsetting the operating cost of the  
8 Agua Caliente Water Authority;

9 (B) offsetting the cost of operation, main-  
10 tenance, repair, and replacement of the Tribe’s  
11 water project infrastructure;

12 (C) funding the Tribe’s government, in-  
13 cluding but not limited to offsetting costs asso-  
14 ciated with administering the Tribal Tax; and

15 (D) providing funds to Other Public Agen-  
16 cies, including assurance that the Other Public  
17 Agencies will receive proceeds from the Tribal  
18 Tax at least equivalent to the distributions that  
19 they would have received from the levy of the  
20 Riverside County Property Tax on the  
21 Possessory Interests but for the preemption in  
22 this section.

23 (8) LIMITATION ON DISTRIBUTIONS TO OTHER  
24 PUBLIC AGENCIES.—Unless the Tribe determines  
25 otherwise, in no event will the Tribe be required to

1 distribute Tribal Tax proceeds such that Other Pub-  
 2 lic Agencies receive a greater amount of combined  
 3 State or Tribal Tax revenue, than the Other Public  
 4 Agencies would otherwise receive pursuant to Cali-  
 5 fornia law but for the preemption in this section.

6 (c) EFFECTIVE DATE.—This section shall take effect  
 7 on the first day of January following the Enforceability  
 8 Date.

9 **SEC. 12. TRANSFER OF LAND INTO TRUST.**

10 (a) TRANSFER OF LAND TO TRUST.—

11 (1) LANDS TO BE HELD IN TRUST.—Subject to  
 12 valid existing rights, and the requirements of this  
 13 subsection, all right, title, and interest of the United  
 14 States in and to the land described in paragraph (2)  
 15 shall be held in trust by the United States for the  
 16 benefit of the Tribe as part of the Agua Caliente  
 17 Reservation upon the Enforceability Date.

18 (2) BUREAU OF LAND MANAGEMENT LANDS TO  
 19 BE HELD IN TRUST.—The land referred to para-  
 20 graph (1) is—

21 (A) approximately 640 acres of land lo-  
 22 cated in Section 32, Township 5 South, Range  
 23 4 East, San Bernadino Base and Meridian;

24 (B) approximately 145 acres of land lo-  
 25 cated in—

1 (i) the North  $\frac{1}{2}$  of Government Lot 2  
2 and the South  $\frac{1}{2}$  of Government Lot 1 in  
3 the Northwest  $\frac{1}{4}$  of Section 18, Township  
4 4 South, Range 4 East, San Bernadino  
5 Base and Meridian;

6 (ii) the Northwest  $\frac{1}{4}$  of the Northeast  
7  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 18,  
8 Township 4 South, Range 4 East, San  
9 Bernadino Base and Meridian;

10 (iii) the Northeast  $\frac{1}{4}$  of the Northeast  
11  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 18,  
12 Township 4 South, Range 4 East, San  
13 Bernadino Base and Meridian; and

14 (iv) the West  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$   
15 of Section 18, Township 4 South, Range 4  
16 East, San Bernadino Base and Meridian.

17 (C) approximately 647 acres of land com-  
18 prising Section 5, Township 5 South, Range 4  
19 East, San Bernadino Base and Meridian;

20 (D) approximately 640 acres of land com-  
21 prising Section 36, Township 5 South, Range 4  
22 East, San Bernadino Base and Meridian;

23 (E) approximately 640 acres of land lo-  
24 cated in Section 16, Township 4 South, Range  
25 4 East, San Bernadino Base and Meridian; and

1 (F) approximately 30 acres of land located  
2 in—

3 (i) the East  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of the  
4 Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Sec-  
5 tion 17 Township 4 South, Range 4 East  
6 San Bernadino Base and Meridian;

7 (ii) the West  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of the  
8 Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Sec-  
9 tion 17 Township 4 South, Range 4 East,  
10 San Bernadino Base and Meridian; and

11 (iii) the West  $\frac{1}{2}$  of the East  $\frac{1}{2}$  of the  
12 Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Sec-  
13 tion 17 Township 4 South, Range 4 East,  
14 San Bernadino Base and Meridian.

15 (3) CDPA.—The lands referred to and delin-  
16 eated in clauses (ii), (iii), and (iv) of paragraph  
17 (2)(B) shall be transferred notwithstanding section  
18 714(b) of the California Desert Protection Act of  
19 1994 (16 U.S.C. 410aaa-81c(b)).

20 (4) SANTA ROSA AND SAN JACINTO MOUNTAINS  
21 NATIONAL MONUMENT ACT OF 2000.—The lands re-  
22 ferred to and delineated in paragraph (2)(A)  
23 through (E) shall be transferred notwithstanding  
24 section 5(i)(1)(a) of the Santa Rosa and San

1 Jacinto Mountains National Monument Act of 2000  
2 (Public Law 106–351).

3 (b) TERMS AND CONDITIONS.—

4 (1) EXISTING AUTHORIZATIONS.—Any Federal  
5 land transferred under this section shall be conveyed  
6 and taken into trust subject to valid existing rights,  
7 contracts, leases, permits, and rights-of-way, unless  
8 the holder of the right, contract, lease, permit, or  
9 right-of-way requests and earlier termination in ac-  
10 cordance with existing law. The Bureau of Indian  
11 Affairs shall assume all benefits and obligations of  
12 the previous land management agency under such  
13 existing rights, contracts, leases, permits, or rights-  
14 of-way, and shall disburse to the Tribe any amounts  
15 that accrue to the United States from such rights,  
16 contracts, leases, permits, or rights-of-ways after the  
17 date of transfer from any sale, bonus, royalty, or  
18 rental relating to that land in the same manner as  
19 amounts received from other land held by the Sec-  
20 retary in trust for the Tribe.

21 (2) IMPROVEMENTS.—Any improvements con-  
22 stituting personal property, as defined by State law,  
23 belonging to the holder of a right, contract, lease,  
24 permit, or right-of-way on lands transferred under  
25 this section shall remain the property of the holder

1 and shall be removed no later than 90 days after the  
2 date on which the right, contract, lease, permit, or  
3 right-of-way expires, unless the Tribe and the holder  
4 agree otherwise. Any such property remaining be-  
5 yond the 90-day period shall become the property of  
6 the Tribe and shall be subject to removal and dis-  
7 position at the Tribe's discretion. The holder shall  
8 be liable for costs the Tribe incurs in removing and  
9 disposing of the property.

10 (c) WITHDRAWAL OF FEDERAL LANDS.—

11 (1) IN GENERAL.—Subject to valid existing  
12 rights, effective on the date of enactment of this Act,  
13 all Federal lands within the parcels described in sub-  
14 section (a)(2) are withdrawn from all forms of—

15 (A) entry, appropriation, or disposal under  
16 the public land laws;

17 (B) location, entry, and patent under the  
18 mining laws; and

19 (C) disposition under all laws pertaining to  
20 mineral and geothermal leasing or mineral ma-  
21 terials.

22 (d) TECHNICAL CORRECTIONS.—Notwithstanding  
23 the descriptions of the parcels of land in subsection (a)(2),  
24 the United States may, with the consent of the Tribe,  
25 make technical corrections to the legal land descriptions

1 to more specifically identify the parcels to be transferred  
2 into trust for the Tribe.

3 (e) SURVEY.—

4 (1) Unless the United States or the Tribe re-  
5 quests an additional survey for the transferred land  
6 or a technical correction is made under subsection  
7 (d), the description of land under this section shall  
8 be controlling.

9 (2) If the United States or the Tribe requests  
10 an additional survey, that survey shall control the  
11 total acreage to be transferred into trust under this  
12 section.

13 (3) The Secretary of Interior or Secretary of  
14 Agriculture shall provide such assistance as may be  
15 appropriate—

16 (A) to conduct additional surveys of the  
17 transferred land; and

18 (B) to satisfy administrative requirements  
19 necessary to accomplish the land transfers  
20 under this section.

21 (f) DATE OF TRANSFER.—The Secretary shall issue  
22 trust deeds for all land transfers under this section by not  
23 later than 10 years after the Enforceability Date.

24 (g) RESTRICTION ON GAMING.—Lands taken into  
25 trust pursuant to this section shall not be considered to



1 have been taken into trust for, nor eligible for, class II  
2 gaming or class III gaming (as those terms are defined  
3 in section 4 of the Indian Gaming Regulatory Act (25  
4 U.S.C. 2703).

5 (h) STATUS OF WATER RIGHTS ON TRANSFERRED  
6 LANDS.—Any water rights associated with the lands  
7 transferred pursuant to subsection (a)(1) shall be held in  
8 trust for the Tribe but shall not be included in the Tribal  
9 Water Right.

10 **SEC. 13. CONVEYANCE OF FEDERAL LAND TO THE**  
11 **COACHELLA VALLEY WATER DISTRICT.**

12 (a) IN GENERAL.—Notwithstanding the land use  
13 planning requirements of sections 202 and 203 of the Fed-  
14 eral Land Policy and Management Act of 1976 (43 U.S.C.  
15 1712, 1713), if not later than 30 days after completion  
16 of the appraisal required under subsection (b), CVWD  
17 submits to the Secretary an offer to acquire the Facility  
18 Land for the Fair Market Value as determined pursuant  
19 to subsection (b), the Secretary shall, not later than 30  
20 days after the date of the offer, convey to CVWD all right,  
21 title, and interest to the Facility Land, subject to valid  
22 existing rights.

23 (b) DETERMINATION OF FAIR MARKET VALUE.—

1           (1) IN GENERAL.—Not later than 90 days after  
2           the Enforceability Date, the Secretary shall deter-  
3           mine the fair market value of the Facility Land—

4                   (A) in accordance with the Federal Land  
5           Policy and Management Act of 1976 (43 U.S.C.  
6           1701 et seq.); and

7                   (B) based on an appraisal that is con-  
8           ducted in accordance with—

9                           (i) the Uniform Appraisal Standards  
10           for Federal Land Acquisitions; and

11                           (ii) the Uniform Standards of Profes-  
12           sional Appraisal Practice.

13           (2) COST OF APPRAISAL.—All costs associated  
14           with the appraisal under paragraph (1) shall be  
15           borne by CVWD.

16           (c) PAYMENT OF CONSIDERATION.—Not later than  
17   30 days after the date on which the Facility Land is con-  
18   veyed under subsection (a), as a condition of the convey-  
19   ance, CVWD shall pay to the Secretary an amount equal  
20   to the fair market value as determined under subsection  
21   (b).

22           (d) COSTS OF CONVEYANCE.—In addition to the fair  
23   market value determined under subsection (b), CVWD, as  
24   the buyer, shall pay all costs related to the applicable con-  
25   veyance, including surveys and appraisals.

1 (e) DISPOSITION OF PROCEEDS.—The proceeds from  
2 the sale of the Facility Land shall be—

3 (1) deposited in the Federal Land Deposit Ac-  
4 count established by section 206 of the Federal  
5 Land Transaction Facilitation Act (43 U.S.C.  
6 2305(a)); and

7 (2) used in accordance with that Act.

8 (f) TECHNICAL CORRECTIONS.—Notwithstanding the  
9 descriptions of the Facility Land as defined in section 3,  
10 the United States may, with the consent of CVWD, make  
11 technical corrections to the legal land descriptions to more  
12 specifically identify the parcels to be transferred to  
13 CVWD.

14 (g) PROTECTION OF CULTURAL RESOURCES.—

15 (1) CESSATION OF GROUND DISTURBING ACTIV-  
16 ITY UPON DISCOVERY OF TRIBAL CULTURAL RE-  
17 SOURCES.—Upon the discovery of any suspected  
18 Tribal Cultural Resources at the Facility and Adja-  
19 cent Lands CVWD shall immediately cease, or cause  
20 the cessation of, all ground disturbing activity in the  
21 immediate vicinity (defined as an area sufficient to  
22 protect the discovery of the resource and a buffer  
23 zone sufficient to allow safe investigation of the dis-  
24 covery and to protect any other potentially associ-

1       ated features) of the suspected Tribal Cultural Re-  
2       sources.

3               (2) DURATION OF CESSATION OF GROUND DIS-  
4       TURBING ACTIVITY.—All ground disturbing activity  
5       in the immediate vicinity of any suspected Tribal  
6       Cultural Resources at the Facility or Adjacent  
7       Lands shall remain suspended until—

8               (A) a conclusive determination has been  
9       made that the discovery does not involve a Trib-  
10      al Cultural Resource; or

11              (B) final treatment and disposition of the  
12      Tribal Cultural Resource in compliance with  
13      this subsection.

14              (3) DISCOVERY OF CULTURAL RESOURCES.—

15              (A) NOTICE.—If CVWD or its representa-  
16      tives discover potential Tribal Cultural Re-  
17      sources, excluding human remains, at the Facil-  
18      ity or Adjacent Lands, CVWD shall promptly  
19      notify the Agua Caliente Director of Historic  
20      Preservation and General Counsel.

21              (B) HUMAN REMAINS.— If CVWD or its  
22      representatives discover human remains, CVWD  
23      shall—

24                      (i) promptly notify—

1 (I) the Agua Caliente Director of  
2 Historic Preservation;

3 (II) General Counsel; and

4 (III) the County Coroner, re-  
5 questing a determination as to wheth-  
6 er the remains are Native American  
7 human remains; and

8 (ii) cover reasonable fees and costs  
9 charged by the County Coroner, if applica-  
10 ble.

11 (C) TRIBAL INVOLVEMENT.—If the Tribe  
12 is identified as the Most Likely Descendant  
13 with respect to a Tribal Cultural Resource, in  
14 addition to requirements of applicable State  
15 law, CVWD shall—

16 (i) give access to the Tribe to inspect  
17 the discovery site and to decide, at the sole  
18 discretion of the Tribe, on the treatment  
19 and disposition of the Tribal Cultural Re-  
20 source; and

21 (ii) if the Tribe chooses reburial for  
22 the Tribal Cultural Resource, facilitate or  
23 secure authorization for on-site reburial at  
24 a location—

25 (I) mutually agreed upon; and

1 (II) not subject to future disturb-  
2 ance.

3 **SEC. 14. MISCELLANEOUS PROVISIONS.**

4 (a) LIMITED WAIVER OF SOVEREIGN IMMUNITY BY  
5 THE UNITED STATES.—For purposes of compelling com-  
6 pliance with the terms of this Act and the Agreement, the  
7 United States waives its sovereign immunity to the extent  
8 provided by Federal law.

9 (b) NO PRECEDENTIAL EFFECT.—Nothing in this  
10 Act establishes any standard for the quantification or liti-  
11 gation of Federal reserved water rights or any other In-  
12 dian water claims of any other Indian Tribe in any other  
13 judicial or administrative proceeding.

14 (c) OTHER INDIAN TRIBES NOT ADVERSELY AF-  
15 FECTED.—Nothing in this Act quantifies or diminishes  
16 the water rights, claims, or entitlements to water of any  
17 other Indian Tribe, band, or community other than Agua  
18 Caliente.

19 (d) DISCLAIMER.—This Act shall not be construed as  
20 establishing the taxing authority of any other Indian  
21 Tribe, other than Agua Caliente, or preempting the taxing  
22 authority of any other water district, agency, State, or  
23 local government.

24 (e) CONFLICT.—In the event of a conflict between the  
25 Agreement and this Act, this Act shall control.

1       (f) EFFECT ON CURRENT LAW.—Nothing in this Act  
2 affects any provision of law (including regulations) in ef-  
3 fect on the day before the date of enactment of this Act  
4 with respect to pre-enforcement review of any Federal en-  
5 vironmental enforcement action.

6 **SEC. 15. ANTIDEFICIENCY.**

7       The United States shall not be liable for any failure  
8 to carry out any obligation or activity authorized by this  
9 Act, including any obligation or activity under the Agree-  
10 ment, if adequate appropriations are not provided ex-  
11 pressly by Congress to carry out the purposes of this Act.

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